

**UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN -- SOUTHERN DIVISION**

VICTORIA CROYLE

Plaintiff

-vs-

Case: 2:07-cv-13900
Assigned To: Borman, Paul D
Referral Judge: Whalen, R. Steven
Filed: 09-17-2007 At 12:10 PM
CMP CROYLE V. HUNTER WARFIELD, INC.
ET AL (TAM)

DEMAND FOR JURY TRIAL

HUNTER WARFIELD, INC.,

JACKIE BROWN,

JOHN DOE

Defendant

Ian B. Lyngklip (P47173)
Lyngklip & Associates
Consumer Law Center, PLC
Attorney For Victoria Croyle
24500 Northwestern Highway, Ste. 206
Southfield, MI 48075
(248) 208-8864

COMPLAINT & JURY DEMAND

Victoria Croyle states the following claims for relief:

Jurisdiction

1. This court has jurisdiction under the FDCPA, 15 U.S.C. §1692k(d) and 28 U.S.C. §§1331,1337.
2. This court may exercise supplemental jurisdiction over the related state law claims arising out of the same nucleus of operative facts which give rise to the Federal law claims.

Parties

3. The Plaintiff to this lawsuit is Victoria Croyle who resides in Keego Harbor, Michigan.

4. The Defendants to this lawsuit are as follows:
 - a. Hunter Warfield, Inc. ("Hunter Warfield") which is a corporation doing business in Michigan and whose resident agent, CSC Lawyers Incorporating Service, maintains its office at 601 Abbott Road , East Lansing, MI 48823.
 - b. Jackie Brown ("Ms. Brown"), an individual who at all times relevant to this complaint acted as an agent of Hunter Warfield.
 - c. John Doe, an unidentified supervisor at Hunter Warfield, who at all times relevant to this complaint acted as an agent of and supervisor for Hunter Warfield.

Venue

5. The transactions and occurrences which give rise to this action occurred in Oakland County.
6. Venue is proper in the Eastern District of Michigan.

General Allegations

7. Some time prior to December 28, 2006, Hunter Warfield was engaged by Madison Apartment Group to collect a debt allegedly owed by Victoria Croyle.
8. On December 28, Hunter Warfield sent a letter to Ms. Croyle demanding \$5,853.30 relating to the termination of tenancy for Ms. Croyle's apartment operated by Madison Apartment Group.
9. Ms. Croyle did not owe \$5,853.30 to Madison Apartment Group.
10. In point of fact Ms. Croyle had terminated her tenancy and owed a total of \$1,329.00.
11. Ms. Croyle contacted Hunter Warfield and disputed the amount, and verbally sought verification of the amount sought.
12. At that time, Ms. Croyle advised Hunter Warfield of the circumstances surrounding the debt

and that she owed only \$1,329.00.

13. Ms. Croyle provided Hunter Warfield with sufficient information to provide actual notice that the amount which it sought to collect in its initial letter was not owed.
14. Ms. Croyle informed Hunter Warfield that she would not pay the amount not owed.
15. Notwithstanding actual notice, Hunter Warfield pressed forward with its collection actions, instituting a campaign of harassment designed to extort Ms. Croyle into paying over 4 times the amount actually owed through false threats of garnishment and false credit reporting.
16. In specific, on February 16, 2007, Ms. Jackie Brown of Hunter Warfield called Ms. Croyle at her place of work and left a message for Ms. Croyle.
17. At all times relevant to this complaint, Ms. Brown was acting as an agent of Hunter Warfield, collecting debts for others.
18. Ms. Brown called again on February 22 and again left a message for Ms. Croyle at her place of employment.
19. On March 15th, Ms. Brown left another message for Ms. Croyle at her place of work, and Ms. Croyle returned the call.
20. In that call Ms. Brown falsely asserted that Ms. Croyle owed close to \$6,000 to Madison apartments.
21. Ms. Croyle again disputed the \$5,853.30 demanded by Hunter Warfield and demanded verification of that amount.
22. At that time, Ms. Croyle advised Ms. Brown that she did not owe that much and again demanded proof of the excess amounts.
23. Ms. Brown refused to provide any verification of the excess amounts beyond the \$1,329.00

which Ms. Croyle actually owed.

24. Ms. Croyle again advised Ms. Brown that she would not pay any amount over the \$1,329.00 that she actually owed.
25. On March 24, 2007, Ms. Brown called Ms. Croyle at her place of employment again.
26. In that call, Ms. Croyle advised Ms. Brown that she could not receive personal calls at work and that such calls were not convenient.
27. Ms. Croyle provided Ms. Brown with her cell phone number.
28. Ms. Brown advised Ms. Croyle that she would continue to call her at work until she paid the \$5,853.30 demanded by Hunter Warfield.
29. Ms. Croyle again disputed the \$5,853.30 demanded by Hunter Warfield and demanded verification of that amount.
30. Ms. Croyle again advised Ms. Brown that she would not pay any amount over the \$1,329.00 that she actually owed.
31. In April 2007, Hunter Warfield falsely reported to one or more credit reporting agency that Ms. Croyle owed \$5853 to "Farmington Hills"
32. On April 13, 2007, Ms. Brown again called Ms. Croyle at work and left a message.
33. Ms. Croyle called Ms. Brown back.
34. In that call, Ms. Croyle advised Ms. Brown that she could not receive personal calls at work and that such calls were not convenient.
35. On April 24, 2007, Ms. Brown again called Ms. Croyle at work and spoke to Ms. Croyle.
36. Ms. Croyle called Ms. Brown back.
37. In that call, Ms. Croyle advised Ms. Brown that she could not receive personal calls at work

and that such calls were not convenient.

38. Ms. Croyle disputed the debt verbally and in writing by faxing written proof to Ms. Brown that she owed only \$1,329.00.
39. On May 10, 2007, Ms. Brown again called Ms. Croyle at work and spoke to Ms. Croyle.
40. At that time, Ms. Brown advised Ms. Croyle that Hunter Warfield did not accept her written proof and demanded the full \$5,853.30.
41. On May 25, 2007, Ms. Brown again called Ms. Croyle at her place of employment and left a message.
42. On May 29, 2007, Ms. Croyle returned the call and informed her that she could not receive personal calls at work and that such calls were not convenient.
43. Ms. Croyle advised Ms. Brown to call on the cell phone number previously provided.
44. On June 1, 2007, Ms. Brown called Ms. Croyle on her cell phone and left a message.
45. On June 5, 2007, Ms. Brown called Ms. Croyle at her place of employment and left a message.
46. On June 11, 2007, Ms. Croyle returned the call to Ms. Brown.
47. In that call, Ms. Brown demanded that Ms. Croyle prove that she did not owe the amount of \$5853.30 sought by Hunter Warfield, by sending the written documentation of the actual amount along with a check.
48. Ms. Croyle again sent proof of the actual amount owed, this time via mail.
49. On June 25, 2007, Ms. Croyle received a call from Ms. Brown's supervisor, Mr. John Doe.
50. Ms. Croyle again disputed the \$5,853.30 demanded by Hunter Warfield and demanded verification of that amount.

51. Ms. Croyle again advised Mr. Does that she would not pay any amount over the \$1,329.00 that she actually owed.
52. In that call, Mr. Doe informed Ms. Croyle that she owed more than the \$1,329.00 and that Hunter Warfield would cause her wages to be garnished for the entire \$5,853.30.
53. Additionally, Mr. Doe threatened to ruin Ms. Croyle's credit and report the entire \$5,853.30 sought by Hunter Warfield.
54. On July 18, 2007, Ms. Brown called Ms. Croyle at her place of employment.
55. In that call, Ms. Brown falsely claimed that Ms. Croyle had damaged the apartment and owed money for those damages.
56. Ms. Croyle again disputed the \$5,853.30 demanded by Hunter Warfield and demanded verification of that amount.
57. Ms. Croyle again advised Ms. Brown that she would not pay any amount over the \$1,329.00 that she actually owed.
58. On July 23, 2007, Ms. Croyle received a call from Ms. Brown's supervisor, Mr. John Doe.
59. Mr. Doe failed to meaningfully identify himself.
60. Ms. Croyle again disputed the \$5,853.30 demanded by Hunter Warfield and demanded verification of that amount.
61. Ms. Croyle again advised Mr. Does that she would not pay any amount over the \$1,329.00 that she actually owed.
62. In that call, Mr. Doe informed Ms. Croyle that she owed more than the \$1,329.00 and that Hunter Warfield would cause her wages to be garnished for the entire \$5,853.30 and that Hunter Warfield would take her to court.

63. Since that date, neither Hunter Warfield nor Madison Apartment Group have taken Ms. Croyle to Court.
64. Since that date, neither Hunter Warfield nor Madison Apartment Group has caused Ms. Croyle's wages to be garnished.
65. Hunter Warfield has continued with its false credit reporting relating to Ms. Croyle and her tenancy.

COUNT I – Fair Debt Collection Practices Act (Hunter Warfield, Mr. Doe and Ms. Brown)

66. Ms. Croyle incorporates the preceding allegations by reference.
67. Ms. Croyle is the debtor on a consumer debt being collected by Hunter Warfield and Ms. Brown for Madison Apartment Group.
68. At all relevant times Hunter Warfield – in the ordinary course of its business – regularly engaged in the practice of collecting debts on behalf of other individuals or entities.
69. At all relevant times Ms. Brown – in the ordinary course of her business – regularly engaged in the practice of collecting debts on behalf of other individuals or entities.
70. At all relevant times Mr. Doe – in the ordinary course of her business – regularly engaged in the practice of collecting debts on behalf of other individuals or entities.
71. Hunter Warfield is a "debt collector" under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692a(6).
72. Ms. Brown is a "debt collector" under the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §1692a(6).
73. Mr. Doe is a "debt collector" under the Fair Debt Collection Practices Act ("FDCPA"), 15

U.S.C. §1692a(6).

74. Hunter Warfield 's, Mr. Doe's and Ms. Brown's foregoing acts in attempting to collect this alleged debt against Ms. Croyle constitute violations of the FDCPA.
75. Ms. Croyle has suffered damages as a result of these violations of the FDCPA.

COUNT II – Michigan Occupational Code (Hunter Warfield)

76. Ms. Croyle incorporates the preceding allegations by reference.
77. Hunter Warfield is a "collection agency" as that term is defined in the Michigan Occupational Code ("MOC"), M.C.L. § 339.901(b).
78. Ms. Croyle is a debtor as that term is defined in M.C.L. § 339.901(f).
79. Hunter Warfield 's foregoing acts in attempting to collect this alleged debt against Ms. Croyle constitute violations of the Occupational Code
80. Ms. Croyle has suffered damages as a result of these violations of the Michigan Occupational Code.
81. These violations of the Michigan Occupational Code were willful.

Demand For Judgment for Relief

82. *Accordingly, Ms. Croyle requests that the Court grant:*
 - a. *Equitable relief under statute and common law, in the form of a declaration that the amount sought by Defendant is not actually owed and an injunction prohibiting further collection of those amounts.*
 - b. *Actual damages.*
 - c. *Statutory damages.*
 - d. *Treble damages.*

e. *Statutory costs and attorney fees.*

Respectfully Submitted,

LYNGKLIP & TAUB
CONSUMER LAW GROUP, PLC

By:

Ian B. Lyngklip (P47175)
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(248) 208-8864
IanLyngklip@Att.Net

Dated: September 16, 2007

This JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON REVERSE OF THIS FORM.)

I. (a) PLAINTIFFS

Victoria Croyle

(b) County of Residence of First Listed Plaintiff Oakland
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Ian B. Lyngklip (P47173), Lyngklip & Associates Consumer Law Center, PLC
24500 Northwestern Highway, Ste. 206, Southfield, MI 48075
(248) 208-8864

II. BASIS OF JURISDICTION (Select One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity
(Indicate Citizenship of Parties in Item III)

DEFENDANTS

HUNTER WARFIELD, INC.,
JACKIE BROWN,
JOHN DOE

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Select One Box for Plaintiff

- | | | |
|-------|--|-----|
| Citiz | Case: 2:07-cv-13900
Assigned To: Borman, Paul D
Referral Judge: Whalen, R. Steven
Filed: 09-17-2007 At 12:10 PM
CMP CROYLE V. HUNTER WARFIELD, INC.
. ET AL (TAM) | DEF |
| Citiz | | □ 4 |
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IV. NATURE OF SUIT (Select One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Producer Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act SOCIAL SECURITY <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 KSI (405(g))
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habens Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Select One Box Only)

 1 Original Proceeding 2

Removed from State Court

 3

Remanded from Appellate Court

 4

Reinstated or Reopened

 5

Transferred from another district (specify)

 6

Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC 1692 et seq.Brief description of cause:
Fair Debt Collection Practices Act violation**VI. CAUSE OF ACTION****VII. REQUESTED IN COMPLAINT:****VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

September 16, 2007

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFF

JUDGE

MAG. JUDGE

SIGNATURE OF ATTORNEY OR RECORD

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes
 No

If yes, give the following information:

Court: 47th District Court

Case No.: LT 06-II-1834

Judge: Marla Parker

Notes :
